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NOTE: CHANGES MADE BY THE COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CITY OF HOPE,

Plaintiff and Counterclaim Defendant,

v.

JUNO THERAPEUTICS, INC.,

Defendant and Counterclaim Plaintiff.

Case No. 2:17-cv-06201-RGK-JPR

STIPULATED PROTECTIVE ORDER

Ctrm: 850, 8th Floor
Judge: Honorable R. Gary Klausner

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 13.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. The parties believe that such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties believe they are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct

of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit, Case No. 2:17-cv-06201-RGK-JPR.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items whose disclosure to another Party or Non-Party would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” and/or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
2 expert witness or as a consultant in this action, and who is not a past or a current
3 employee of a Party or of a Party's competitor, and who, at the time of retention, is not
4 anticipated to become an employee of a Party or a Party's competitor. This definition
5 includes a professional jury or trial consultant retained in connection with this litigation.

6 2.9 In-House Counsel: attorneys who are employees of a party to this Action.
7 In-House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.10 Non-Party: any natural person, partnership, corporation, association, or other
10 legal entity not named as a Party to this action.

11 2.11 Outside Counsel of Record: attorneys who are not employees of a party to
12 this Action but are retained to represent or advise a party to this Action and have appeared
13 in this Action on behalf of that party or are affiliated with a law firm which has appeared
14 on behalf of that party, and includes support staff.

15 2.12 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
19 Material in this Action.

20 2.14 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
23 their employees and subcontractors.

24 2.15 Protected Material: any Disclosure or Discovery Material that is designated
25 as "CONFIDENTIAL" and/or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
26 ONLY."

27 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from
28 a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations imposed
11 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
12 or a court order otherwise directs. Final disposition shall be deemed to be the later of
13 (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
14 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
15 remands, trials, or reviews of this Action, including the time limits for filing any motions
16 or applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection.
19 Each Party or Non-Party that designates information or items for protection under this
20 Order must take care to limit any such designation to specific material that qualifies under
21 the appropriate standards. Designations that are shown to be clearly unjustified or that
22 have been made for an improper purpose (e.g., to unnecessarily encumber the case
23 development process or to impose unnecessary expenses and burdens on other parties)
24 may expose the Designating Party to sanctions.

25 If it comes to a Designating Party's or a Non-Party's attention that information or
26 items that it designated for protection do not qualify for protection, that Designating Party
27 or Non-Party must promptly notify all other Parties that it is withdrawing the inapplicable
28 designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
3 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
4 must be clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “CONFIDENTIAL
10 legend”), to the first page of the document that contains Protected Material.

11 A Party or Non-Party that makes original documents available for inspection need
12 not designate them for protection until after the inspecting Party has indicated which
13 documents it would like copied and produced. During the inspection and before the
14 designation, all of the material made available for inspection shall be deemed “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has
16 identified the documents it wants copied and produced, the Producing Party must
17 determine which documents, or portions thereof, qualify for protection under this Order.
18 Then, before producing the specified documents, the Producing Party must affix the
19 appropriate legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY” to each page that contains Protected Material. If only a
21 portion or portions of the material on a page qualifies for protection, the Producing Party
22 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
23 in the margins) and must specify, for each portion, the level of protection being asserted
24 (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY”).

26 (b) for testimony given in deposition or in other discovery-related proceedings,
27 that the Party or Non-Party offering or sponsoring the testimony state that the deposition
28 shall be designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –

ATTORNEYS' EYES ONLY," either on the record—before the close of the deposition, hearing, or other proceeding—or after transcription of the proceedings. A party shall have twenty (20) days after receipt of the deposition transcript to inform the other Party or Parties to this Action of the portions of the transcript designated "CONFIDENTIAL" or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," and each deposition transcript shall be presumptively deemed to be "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" until the twenty-day period has expired;

(1) the Designating Party shall have the right to exclude from attendance at said deposition, during such time as the Protected Material is to be disclosed, any person not authorized to receive such Protected Material pursuant to this Order; and

(2) the originals of said deposition transcripts and all copies thereof shall bear the legend "CONFIDENTIAL" or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as appropriate.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

5.3 Inadvertent Failures to Designate. If corrected within a reasonable period of time, an inadvertent failure to designate qualified information or items as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. If material is appropriately designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. REDACTION OF PERSONALLY IDENTIFYING INFORMATION AND PRIVILEGED INFORMATION

1 6.1 A Party or Non-Party may redact the following personally identifying
2 information from documents that it produces:

- 3 a. Names, addresses, Social Security numbers, tax identification
4 numbers, e-mail addresses, telephone numbers, and any other
5 information that would identify patients;
- 6 b. Names, addresses, Social Security numbers, tax identification
7 numbers, e-mail addresses, telephone numbers, and any other personal
8 identifying information of health care providers, including but not
9 limited to individuals, organizations, or facilities that furnish, bill, or
10 are otherwise paid for healthcare services or supplies;
- 11 c. Names, addresses, Social Security numbers, tax identification
12 numbers, e-mail addresses, telephone numbers, and any other personal
13 identifying information of individuals enrolled as subjects in clinical
14 studies or adverse event reports;
- 15 d. Street addresses, Social Security numbers, tax identification numbers,
16 dates of birth, home telephone numbers, and cellular telephone
17 numbers of employees; and
- 18 e. Names, addresses, Social Security numbers, tax identification
19 numbers, e-mail addresses, telephone numbers, and other personal
20 identifying information of any clinical investigator.

21 6.2 A Party or Non-Party may redact the following protected information from
22 documents that it produces:

- 23 a. Information protected from disclosure by the attorney-client privilege,
24 the work product doctrine, or other legal privilege protecting
25 information from discovery in this lawsuit, which shall be identified in
26 a privilege log.

27 6.3 A Party or Non-Party that has redacted information pursuant to Section 6.1
28 shall, upon request, identify the nature of the information redacted in a specific document

1 with sufficient detail to allow determining whether a challenge to the redactions may be
2 appropriate. A Party that has a good-faith basis for challenging the redactions shall
3 inform the Party or Non-Party that has redacted information pursuant to Section 6.1 in
4 writing of said challenge within fourteen calendar days of receipt of the explanation of the
5 redactions. If, after conferring, the parties cannot resolve the dispute, the Party
6 challenging the redaction may move in full compliance with Local Rule 37 for a ruling on
7 the issue of whether the information is entitled to redaction. If the Court finds that said
8 information should remain redacted, said information shall remain redacted unless the
9 trial judge orders otherwise. If the Court finds that said information should not remain
10 redacted, the Party or Non-Party that redacted the information pursuant to Section 6.1
11 shall provide or file an unredacted version of the document within fourteen calendar days
12 of the Court's decision or, if it challenges such a decision, within fourteen calendar days
13 of the conclusion of any and all proceedings or interlocutory appeals challenging the
14 decision.

15 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
17 of confidentiality at any time that is consistent with the Court's Scheduling Order.

18 7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process under Local Rule 37-1 et seq. by serving on the Designating Party a written
20 objection to a designation of confidentiality, which shall describe with particularity the
21 information or items in question and shall state the grounds for objection. Counsel for the
22 Designating Party shall respond in writing to such objection within 10 calendar days, and
23 shall state with particularity the grounds for asserting that the information or item is
24 Protected Material. If no timely written response is made to the objection, the challenged
25 designation will be deemed to be void. If the Producing Party makes a timely response to
26 such objection asserting the propriety of the designation, counsel shall then confer in good
27 faith in an effort to resolve the dispute within 10 business days.

28 7.3 If a dispute as to the designation of information or items as Protected

Material cannot be resolved by agreement, the Challenging Party shall present the dispute by motion in accordance with Local Rule 37 and paragraph 5 of the Court's Standing Order Regarding Newly Assigned Cases. The document or information that is the subject of the filing shall be treated as originally designated pending resolution of the dispute.

7.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 14 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions or appointed by the Court.

8.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the following:

(a) The Receiving Party’s Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information

1 for this litigation and who have signed the Agreement to Be Bound by Protective Order
2 that is attached hereto as Exhibit A;

3 (b) Experts (as defined in this Order) to whom disclosure is reasonably necessary
4 for this litigation, who have signed the Agreement to Be Bound by Protective Order
5 (Exhibit A), and as to whom the procedures set forth below in the Procedures for
6 Approving Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
7 Information or Items to Experts have been followed;

8 (c) The Court and its personnel;

9 (d) Court reporters, their staffs, and professional vendors to whom disclosure is
10 reasonably necessary for this litigation and who have signed the Agreement to Be Bound
11 by Protective Order (Exhibit A); and

12 (e) The author of the document or the original source of the information.

13 8.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY” Information or Items to Experts.

15 (a) Unless otherwise ordered by the Court or agreed in writing by the
16 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)
17 any information or item that has been designated “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party
19 that accomplishes the following:

20 (1) Identifies the specific HIGHLY CONFIDENTIAL information that the
21 Receiving Party seeks permission to disclose to the Expert;

22 (2) Sets forth the full name of the Expert as well as the city and state of his
23 or her primary residence;

24 (3) Includes a copy of the Expert’s current resume;

25 (4) Identifies the Expert’s current employer(s);

26 (5) Identifies each person or entity from whom the Expert has received
27 compensation for work in his or her areas of expertise or to whom the expert has provided
28 professional services at any time during the preceding three years; and

1 (6) Identifies (by name and number of the case, filing date, and location of
2 court) any litigation in connection with which the Expert has provided any professional
3 services during the preceding three years.

4 (b) A Party that makes a request and provides the information specified in the
5 preceding paragraph may disclose the subject Protected Material to the identified Expert
6 unless, within seven court days of delivering the request, the Party receives a written
7 objection from the Designating Party. Any such objection must set forth in detail the
8 grounds on which it is based.

9 (c) A Party that receives a timely written objection must meet and confer with
10 the Designating Party under Local Rule 37 to try to resolve the matter by agreement. If no
11 agreement is reached, the Party seeking to prevent the disclosure to the Expert may file a
12 motion as provided in the Federal Rules of Civil Procedure, Local Rule 37, and the
13 Judge's rules seeking permission from the court to do so. Any such motion must describe
14 the circumstances with specificity, set forth in detail the reasons for which preventing the
15 disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure
16 would entail, and suggest any additional means that might be used to reduce that risk. In
17 addition, any such motion must be accompanied by a competent declaration in which the
18 movant describes the parties' efforts to resolve the matter by agreement (*i.e.*, the extent
19 and the content of the meet-and-confer discussions) and sets forth the reasons advanced
20 by the Designating Party for its refusal to approve the disclosure. In any such proceeding,
21 the Party opposing disclosure to the Expert shall bear the burden of proving that the risk
22 of harm that the disclosure would entail, even under the safeguards proposed, outweighs
23 the Receiving Party's need to disclose the Protected Material to its Expert.

24 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
25 OTHER LITIGATION

26 If a Party is served with a subpoena or a court order issued in other litigation that
27 compels disclosure of any information or items designated in this Action as
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY,"

1 that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification shall
3 include a copy of the subpoena or court order unless such disclosure is barred by law;

4 (b) promptly notify in writing the party who caused the subpoena or order to
5 issue in the other litigation that some or all of the material covered by the subpoena or
6 order is subject to this Protective Order. Such notification shall include a copy of this
7 Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be pursued by
9 the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served with the
11 subpoena or court order shall not produce any information designated in this action as
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 before a determination by the court from which the subpoena or order issued, unless the
14 Party has obtained the Designating Party’s permission. The Designating Party shall bear
15 the burden and expense of seeking protection in that court of its confidential material and
16 nothing in these provisions should be construed as authorizing or encouraging a Receiving
17 Party in this Action to disobey a lawful directive from another court.

18 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN
19 THIS LITIGATION

20 The terms of this Order are applicable to information produced by a Non-Party in
21 this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection
23 with this litigation is protected by the remedies and relief provided by this Order. Nothing
24 in these provisions should be construed as prohibiting a Non-Party from seeking
25 additional protections.

26 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

27 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
28 Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
2 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
3 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
4 unauthorized disclosures were made of all the terms of this Order, and (d) request such
5 person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is
6 attached hereto as Exhibit A.

7 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
8 PROTECTED MATERIAL

9 (a) This Protective Order is intended to be an Order within the meaning of
10 Federal Rule of Evidence 502(d) and Federal Rule of Evidence 502(e). The inadvertent,
11 unintentional disclosure of material or information subject to the attorney-client privilege,
12 the work product doctrine or other privilege or immunity shall not be deemed a waiver, in
13 whole or in part, of the relevant privilege or immunity. If a Designating Party at any time
14 notifies the Receiving Party, in writing, that it inadvertently produced documents,
15 testimony, information, or things that are protected from disclosure under the attorney-
16 client privilege, work product doctrine, or any other applicable privilege or immunity
17 from disclosure, the Receiving Party:

18 (1) shall return or destroy all copies of such documents, testimony,
19 information, or things to the Designating Party within three business days of receipt of
20 such notice, apart from a single copy of the documents, testimony, information, or things
21 to be returned or destroyed, which may be used solely for purposes of challenging the
22 Designating Party’s request to return or destroy such documents, testimony, information,
23 or things, pursuant to section 12(b);

24 (2) shall destroy all notes or other work product reflecting the content of
25 such material and delete or sequester such material from any litigation support or other
26 database within three business days of receipt of such notice; and

27 (3) shall not further use such items for any purpose unless and until further
28 order of the Court, with the exception that the single copy of the documents, testimony,

1 information, or things to be returned or destroyed may be used solely for purposes of
2 challenging the Designating Party's request to return or destroy such documents,
3 testimony, information, or things, pursuant to section 12(b).

4 (b) The return or destruction of any discovery item to the Designating Party shall
5 not in any way preclude the Receiving Party from moving the Court in compliance with
6 Rule 37 after the Designating Party's request to return or destroy a document or thing
7 pursuant to section 12(a) for a ruling that: (i) the document or thing is not protected by the
8 attorney-client privilege, the common-interest privilege, the work-product immunity, or
9 any other immunity, or (ii) any applicable privilege or immunity has been waived other
10 than by the inadvertent production of such material. In addition, the parties shall comply
11 with Federal Rule of Civil Procedure 26(b)(5)(B). The Receiving Party shall not rely upon
12 the fact or circumstances of the production of the information in challenging the claim of
13 privilege or protection. Prior to moving as allowed above, the parties will promptly meet
14 and confer to attempt to resolve any dispute. In no event is this provision intended to be
15 narrower in scope than Federal Rule of Evidence 502(b). Rather, it is intended to be as
16 broad as its terms can be reasonably interpreted. If the Receiving Party does not begin the
17 Joint Stipulation process under Rule 37 within ten business days, it must destroy any
18 copies of documents, testimony, information, or things that it has maintained pursuant to
19 section 12(a)(1) and (3).

20 (c) If, during a deposition, a Party claims that a document being used in the
21 deposition (*e.g.*, marked as an exhibit, shown to the witness, or made the subject of
22 examination) is subject to attorney-client privilege, work product doctrine, and/or any
23 other applicable privilege or immunity from disclosure, it may at its sole election (a) allow
24 the document to be used in the deposition without waiver of its claim of privilege or
25 work-product protection or (b) instruct the witness not to answer questions concerning the
26 document pending a prompt resolution of any disagreement concerning the document's
27 privileged or work-product protected status. If there is a dispute about the assertion of
28 privilege, the parties shall promptly meet and confer and bring the dispute to the Court's

1 attention under Local Rule 371. Until the dispute is resolved, all parties and any other
2 persons who have access to the transcript of such deposition shall treat that transcript as
3 Protected Material. If the document is ultimately determined not to be privileged or
4 subject to other protection, and the witness was instructed not to answer questions about
5 the document at the deposition, the Party or entity asserting the claim of privilege will be
6 responsible for ensuring that the deposing party is given a reasonable opportunity to
7 depose the witness about the document, which in the case of Party-witnesses (or their
8 current employees) or any former employees of a Party who are represented by counsel
9 for such Party, shall be within thirty (30) calendar days of said determination, and in the
10 case of Non-Party witnesses, shall be at the earliest practicable time for the witness and its
11 counsel.

12 13. MISCELLANEOUS

13 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
14 person to seek its modification by the Court in the future.

15 13.2 Right to Assert Other Objections. By stipulating to the entry of this
16 Protective Order no Party waives any right it otherwise would have to object to disclosing
17 or producing any information or item on any ground not addressed in this Stipulated
18 Protective Order. Similarly, no Party waives any right to object on any ground to use in
19 evidence of any of the material covered by this Protective Order.

20 13.3 Filing Protected Material. A Party that seeks to file under seal any Protected
21 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
22 under seal pursuant to a court order authorizing the sealing of the specific Protected
23 Material at issue. If a Party's request to file Protected Material under seal is denied by the
24 court, then the Receiving Party may file the information in the public record unless
25 otherwise instructed by the court.

26 13.4 Request for Redacted Versions. A Party may request, in writing, that a Party
27 filing or serving a paper in this Action, such as an expert report, dispositive motion,
28 discovery motion, or similar paper, that includes information designated as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
2 shall produce to the other side a redacted copy of such paper, removing the information
3 that has been designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY”. Such redacted copy shall be provided within five (5)
5 calendar days of such request or otherwise at a date agreed upon by the parties.

6 14. FINAL DISPOSITION

7 After the final disposition of this Action, as defined in section 4, within 60 days of a
8 written request by the Designating Party, each Receiving Party must return all Protected
9 Material to the Producing Party or destroy such material. As used in this subdivision, “all
10 Protected Material” includes all copies, abstracts, compilations, summaries, and any other
11 format reproducing or capturing any of the Protected Material. Whether the Protected
12 Material is returned or destroyed, the Receiving Party must submit a written certification
13 to the Producing Party (and, if not the same person or entity, to the Designating Party) by
14 the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
15 Material that was returned or destroyed and (2) affirms that the Receiving Party has not
16 retained any copies, abstracts, compilations, summaries or any other format reproducing
17 or capturing any of the Protected Material. Notwithstanding this provision, Counsel are
18 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and
19 hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
20 reports, attorney work product, and consultant and expert work product, even if such
21 materials contain Protected Material. Any such archival copies that contain or constitute
22 Protected Material remain subject to this Protective Order as set forth in Section 4
23 (DURATION).

24 15. Any violation of this Order may be punished by any and all appropriate measures
25 including, without limitation, contempt proceedings and/or monetary sanctions.
26
27
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2

3 Dated: December 13, 2017

Bv: /s/ Raghav Krishnapriyan
RAGHAV KRISHNAPRIYAN

4 Attorneys for Plaintiff and Counterclaim
5 Defendant CITY OF HOPE
6

7
8 Dated: December 13, 2017

Bv: /s/ David R. Marriott
DAVID R. MARRIOTT

9 Attorney for Defendant and Counterclaim
10 Plaintiff JUNO THERAPEUTICS, INC.
11

12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
13

14 Dated: 12/13/2017



HONORABLE JEAN P. ROSENBLUTH
UNITED STATES MAGISTRATE JUDGE
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1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of
6 perjury that I have read in its entirety and understand the Stipulated Protective Order that
7 was issued by the United States District Court for the Central District of California on
8 _____ in the case of CITY OF HOPE v. JUNO THERAPEUTICS,
9 INC., Case No. 2:17-CV-06201-RGK-JPR. I agree to comply with and to be bound by all
10 the terms of this Stipulated Protective Order and I understand and acknowledge that
11 failure to so comply could expose me to sanctions and punishment in the nature of
12 contempt. I solemnly promise that I will not disclose in any manner any information or
13 item that is subject to this Stipulated Protective Order to any person or entity except in
14 strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court for
16 the Central District of California for the purpose of enforcing the terms of this Stipulated
17 Protective Order, even if such enforcement proceedings occur after termination of this
18 action. I hereby appoint _____ [print or type full name] of _____
19 [print or type full address and telephone number] as my California agent for service of
20 process in connection with this action or any proceedings related to enforcement of this
21 Stipulated Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24 Printed name: _____

25 Signature: _____